



# County of Los Angeles CHIEF EXECUTIVE OFFICE

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WILLIAM T FUJIOKA  
Chief Executive Officer

June 4, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC SOCIAL SERVICES: RECOMMENDATION TO AWARD  
A SOLE SOURCE CONTRACT TO SANDRA BURTON GREENSTEIN FOR  
CONSULTING SERVICES FOR THE COMMITTEE ON REVIEW AND  
EVALUATION OF CALWORKS  
(ALL DISTRICTS AFFECTED) – (3 VOTES)**

**SUBJECT**

This Board letter recommends delegated authority be given to the Director of the Department of Public Social Services (DPSS) to award a sole source contract to Sandra Burton Greenstein for consulting services to the Commission for Public Social Services' (PSS) Committee on Review and Evaluation of CalWORKs (CORE).

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Delegate authority to the Director of DPSS to approve a sole source contract for consulting services with Sandra Burton Greenstein commencing on July 1, 2008, or the day after Board approval, whichever is later, and shall continue through June 30, 2009, with County option to extend the contract for two additional one-year terms. The cost is projected to be \$15,000 per Fiscal Year (FY), in accordance with the terms of the contract. Funding for this contract has been included in the Department's FY 2008-09 Proposed Budget.

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

### **PURPOSE/JUSTIFICATION OR RECOMMENDED ACTION**

Sandra Burton Greenstein's consultant services are needed to provide staff work for the Commission for PSS CORE. Staff work to CORE includes research; identifying collaboratives that will provide expertise and ongoing resources for review sustainability; researching alternatives to current programs; reviewing issues; participating in planning workgroups to develop services that focus on measurable outcomes, and finalizing projects for presentation to the PSS Commission and/or the Board of Supervisors.

The purpose of CORE is to review and evaluate the County CalWORKs Program in coordination with other designated individuals/organizations. As a result of the work, DPSS, the PSS Commission, the community, and the Board of Supervisors may seek modifications of policies and programs in ways designed to increase their effectiveness in moving adults from welfare to work and in relieving child poverty.

The PSS Commission has the designated responsibility to consult with and advise the Director of DPSS and the Board on all matters relating to the provision of Public Social Services, including but not limited to, financial assistance and social services.

As a former member of CORE, Ms. Burton Greenstein represented eight local areas funded through the federal Job Training Partnership Act, Workforce Investment Act, and U.S. Department of Labor Welfare-to-Work (WtW) programs from October 1998 through May 2000. She has the required experience and knowledge to work with the Committee Chairperson to provide research support to CORE.

Ms. Burton Greenstein has the professional skills necessary to be effective in supporting the Executive Director, and has established a good working relationship with the PSS Commission. She performs her consultant role in a neutral manner. She avoids expressing her own opinions on issues CORE raises and focuses upon communicating the information presented by all parties who attend CORE, in a fair manner.

Having an outside resource person such as Ms. Burton Greenstein, who has a track record with CORE and the Commission, is more cost-effective than bringing in a new individual to this process. New staff would require significant help in learning the process, which could divert DPSS staff from other priorities which may impact other critical responsibilities.

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #1: Service Excellence, to provide the public with easy access to quality information and services that are both beneficial and responsive.

### **FISCAL IMPACT/FINANCING**

Since there is a CalWORKs and a Food Stamp Maintenance of Effort (MOE) requirement which will be met by the County, there is no additional Net County Cost (NCC) for these programs.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The term of the contract will begin on July 1, 2008 through June 30, 2009, with delegated authority for the Director of DPSS to exercise the option to extend the contract for two additional one-year terms.

The Contractor provides consultant services on an as-needed basis to the PSS Commission. The Contractor assists CORE to recommend alternative approaches to enhance services as deemed appropriate by the Commission/County.

Use of Ms. Burton Greenstein's services avoids "soft" costs (e.g., data conversion, training, etc.), related to the delay in the ability of the Committee to perform its functions. Another individual may require extensive training which would also cause delays in conducting CORE's functions.

The contract has been approved as to form by County Counsel and the Board letter has been approved by the Chief Executive Office.

### **CONTRACTOR PERFORMANCE**

The consultant, Sandra Burton Greenstein, is a prior member of CORE. As a prior member, she represented a particular municipality from which she has since retired. Therefore, her membership in that capacity ceased to exist. The unique expertise and her knowledge of CORE matters along with the vast experience and professional skills she possesses, make her uniquely qualified to meet CORE needs.

DPSS has been contracting with Ms. Burton Greenstein since FY 2000-01. She has the professional skills necessary to be effective in supporting the Executive Director, and has demonstrated a good working relationship with the PSS Commission.

The Honorable Board of Supervisors  
June 4, 2008  
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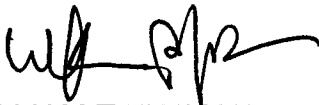
**IMPACT ON CURRENT SERVICES**

The award of this contract will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired.

**CONCLUSION**

We are requesting delegated authority for the Director of DPSS to sign the contract with the option to extend the contract for two additional one-year terms. Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return three adopted stamped Board letters to the Director of DPSS.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:SRH:MS  
GP:JB:cvb

Attachment

c: County Counsel  
Department of Public Social Services

CORE Board Letter.doc

# **DEPARTMENT OF PUBLIC SOCIAL SERVICES**



## **CONTRACT BY AND BETWEEN THE COUNTY OF LOS ANGELES AND SANDRA BURTON GREENSTEIN FOR CONSULTANT SERVICES**

**Prepared By:  
Commission for Public Social Services  
12860 Crossroads Parkway South  
City of Industry, CA 91746-3411  
Telephone (562) 908-8669 – Fax (562) 692-9951**

**JULY 2008**

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CONTRACT AGREEMENT BETWEEN  
THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC SOCIAL SERVICES  
AND  
SANDRA BURTON GREENSTEIN  
FOR CONSULTANT SERVICES

This Contract (hereinafter "Contract") is made and entered into this \_\_\_\_ day of \_\_\_\_, 2008 by and between the County of Los Angeles (hereinafter "County") and Sandra Burton Greenstein (hereinafter "Contractor"), to provide as-needed consultant services.

RECITALS

**WHEREAS**, County has need for, and desires to engage the services of an individual or firm with special expertise and experience to act as a consultant on an as-needed basis, and,

**WHEREAS**, Sandra Burton Greenstein is a private Contractor and is specifically trained and possesses the skills, experience, education, and competency to perform such special services, and

**WHEREAS**, County desires to engage Contractor for such special services upon the terms provided in this Contract, and

**WHEREAS**, County is authorized by Government Code Sections 26227 and 31000 to contract for such special services, including those contemplated herein,

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, representations, and warranties contained herein, it is agreed by and between County and Contractor as follows:

**1.0 APPLICABLE DOCUMENTS**

Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, and R as set forth below, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service or schedule, or the content or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and Attachments, or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Contract, and then to the Attachments according to the following priority:

Attachment A Statement of Work and Technical Exhibits

Attachment B Contractor's Budget

Attachment C Contractor Invoice

Attachment D County's Administration

Attachment E Contractor's Administration

Attachment F Contractor's EEO Certification

Attachment G Bidder's/Offeror's Nondiscrimination in Services Certification

Attachment H Certification of No Conflict of Interest

Attachment I Charitable Contributions Certification

Attachment J Contractor Employee Acknowledgment and Confidentiality Agreement

Attachment K Contractor Employee Jury Service Ordinance

Attachment L Contractor Employee Jury Service Program – Certification Form & Application for Exception

Attachment M Contract Process Civil Rights Complaints Flow Chart

Attachment N Contractor/Vendor Assurance of Compliance of Civil Rights Resolution Agreement

Attachment O Complaint of Discriminatory Treatment Form

Attachment P IRS Notice 1015

Attachment Q Safely Surrendered Baby Law Fact Sheet

Attachment R Task Deliverable Acceptance Certificate

This Contract and the Attachments hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous Contracts, written or oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1, Amendments/Change Notices and signed by both parties.

## **2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only, and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

**Board of Supervisors:** The Board of Supervisors is the governing body of the County of Los Angeles.

**Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for issuance and performance of the Statement of Work, Attachment A.

**Contract Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

**Contractor:** The sole proprietor, partnership, or corporation that has entered into a Contract with the County to perform or execute the work covered by the Statement of Work.

**Contractor Project Director:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

**County Project Director:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.

**Director, Bureau of Program and Policy:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Project Director.

**Day(s):** Calendar day(s) unless otherwise specified.

**Department of Public Social Services (DPSS):** County department responsible for providing social, financial, and employment services to eligible persons in Los Angeles County.

**Director:** The Director of the DPSS, County of Los Angeles, or his/her Authorized Representative(s).

**Fiscal Year:** The 12 month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.

**Subcontractor:** An individual or business firm contracted to perform all or part of the work defined in Attachment A, Statement of Work.

### **3.0 SCOPE OF WORK**

**3.1.1.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein the Statement of Work, Attachment A.

**3.1.2** If the Contractor provides any tasks, deliverables, goods, services, or other work other than as specified in this contract, the same shall be

deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

- 3.1.3** Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Contract. At a minimum, Contractor shall adhere to the standards set forth in the AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK, which is incorporated herein by reference and is available at [www.ladpss.org/dpss/contracts](http://www.ladpss.org/dpss/contracts).

#### **4.0 TERM OF CONTRACT**

- 4.1** The term of this Contract shall begin on the first day following the termination of the current Contract or July 1, 2008, which ever occurs first or the day after Board of Supervisors' approval, whichever is later, and shall continue through June 30, 2009.
- 4.2** The term of this Agreement may be extended beyond the stated expiration date, for up to two one-year periods, to be exercised by written notice by the Director to Contractor, prior to the expiration date, after Chief Executive Officer (CEO) approval, subject to available funding.
- 4.3** The Contractor shall notify DPSS when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DPSS at the address herein provided in Attachment D, County's Administration.

#### **5.0 CONTRACT SUM**

The maximum amount of this Contract is a firm fixed price of \$80.00 per hour. This Contract is not to exceed \$15,000 per year. The County shall not be liable in any event of payment in excess of \$15,000.

- 5.1** County shall reimburse Contractor for performing services hereunder for the firm fixed price incurred by Contractor in accordance with Attachment B, Contractor's Budget. Contractor shall not exceed the fiscal year's (FY) budgeted amount and there shall be no roll-over of unspent money from one FY to the next. The maximum cost of this Contract shall not exceed \$15,000 per year, as reflected in Attachment B.
- 5.2** Payment to Contractor will be made monthly in arrears provided that Contractor is not in default under any provision of this Contract, and has submitted a complete and accurate statement of payment due.

- 5.3 Contractor shall prepare and submit the Monthly Invoice (see Attachment C for format), an original and one copy, to the Project Director on a monthly basis, within 15 calendar days after the end of the month in which services were provided, or payment may be delayed. Supporting documentation must be attached to monthly invoices **and** a completed Task Deliverable Acceptance Certificate form (see Attachment R). Payment to the Contractor shall be made only upon written approval of the invoice by the County's Contract Administrator (CCA) or his/her designated representative. Contractor shall submit the original invoice to:

**Judy Martell, Executive Director  
Commission for Public Social Services  
Los Angeles County Department of Public of Social Services  
12860 Crossroads Parkway South  
City of Industry, CA 91746-3411**

- 5.4 County shall review and authorize payment of an accurate invoice as soon as possible after receipt of Contractor's billing. County will make a reasonable effort to effect payment to Contractor within 30 days from receipt of an invoice that is accurate as to form and content.
- 5.5 Contractor shall invoice and County shall authorize payment only for costs incurred during the invoice month.
- 5.6 Contractor shall reconcile their monthly billings on a quarterly basis. The billings shall be supported by detailed (line item) documentation in accordance with Attachment B, Contractor's Budget:
- 5.6.1 Administrative and support services costs shall be separately identified.
  - 5.6.2 Personnel costs shall be itemized by pay classification.
  - 5.6.3 One-time only costs shall be clearly identified.
  - 5.6.4 Any prorated costs shall be clearly identified.
- 5.7 If the quarterly reconciliation finds that County's dollar liability was more than payments made by the County to Contractor, or that County's dollar liability for such services is less than payments made by County to the Contractor, then County shall either credit or deduct the difference against future payments hereunder to Contractor. In no event shall County's maximum obligation under this Contract exceed the funds (\$15,000) appropriated by County for the purpose of this Contract.
- 5.8 Reconciliation invoices not filed will cause an immediate payment suspension of all invoices received after the quarterly reconciliation date.

- 5.9 County may delay the last payment due hereunder until six months after the termination of the Contract. Contractor shall be liable for payment on 30 days' written notice of any offset authorized by the Contract not deducted from any payment made by the County to Contractor.
- 5.10 Prior to receiving final payment hereunder, Contractor shall submit a signed, written release discharging County, its officers and employees, from all liabilities, obligations, and claims arising out of Contractor's performance, under the Contract, except for any claims specifically described in detail in such release.
- 5.11 Contractor must bill the County for consulting services provided by the 15<sup>th</sup> working day of the following month, but not more than one year from the day the services were provided. Contractor is formally informed that any costs of services provided over one year ago prior to submitting invoices will not be reimbursed.
- 5.12 Non-submission of monthly invoice, Monthly Activity Report, and required supporting documents as specified herein shall constitute a breach of contract and shall be subject to automatic contract termination upon a 30-day written notice to Contractor. Non-enforcement of this provision shall not constitute a waiver for the remainder of the Contract term.

## **6.0 ADMINISTRATION OF CONTRACT – COUNTY**

### **County Administration**

A listing of all County Administration referenced in the following sub-paragraphs are designated in Attachment D, County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

#### **6.1 County Contract Administrator**

The responsibilities of the CCA includes:

1. Ensuring that the objectives of this contract are met;
2. Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
3. Meeting with Contractor's Project Manager on an as needed basis; and
4. Monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The CCA is not authorized to make any changes in any of the terms and conditions of this contract and is not authorized to further obligate County in any respect whatsoever. The CCA is responsible for overseeing the day-to-day administration of this Contract.

## **7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **7.1 Contractor's Project Director**

**7.1.1** The Contractor's Project Director is designated in Attachment E, Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Director.

**7.1.2** The Contractor's Project Director shall be responsible for Contractor's day-to-day activities as related to this contract and shall coordinate with CCA and County's Contract Project Monitor on a regular basis.

### **7.2 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Director.

### **7.3 Background and Security Investigations**

**7.3.1** At any time prior to or during the term of this Contract, the County may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

**7.3.2** County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.

**7.3.3** County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that does not pass such investigation(s) to the satisfaction of the County, whose background or conduct is incompatible with County facility access.



- 7.3.4** Disqualification, if any, of the Contractor's staff, pursuant to this sub-paragraph 7.3, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### **7.4 Confidentiality**

- 7.4.1** The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
- 7.4.2** The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.4.3** The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the Contractor Employee Acknowledgment and Confidentiality Agreement, Attachment J.
- 7.4.4** Under applicable law, including without limitation (California Welfare and Institutions Code (WIC) Sections 10850 et seq., and 17006), all of the welfare case records and information pertaining to individuals receiving aid are confidential and no information related to any individual welfare case records or welfare cases shall be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services so designated.

### **8.0 TERMS AND CONDITIONS**

The Parties may change through negotiation any portion of the work required under this Contract, or amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

#### **8.1 AMENDMENTS/CHANGE NOTICES**

- 8.1.1** For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the County Board of Supervisors and the Contractor.

- 8.1.2** The County's Board of Supervisors or CEO, or designee, may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the DPSS Director.
- 8.1.3** The DPSS Director, may at his/her sole discretion, authorize extensions of time as defined in Section 4.0, Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the DPSS Director.
- 8.1.4** The County reserves the right to initiate Change Notices and Amendments that do not affect the contract term, contract sum, or payments, or other material term of the Contract. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by CCA.
- 8.1.5** The DPSS Director may prepare and sign amendments to the contract without further action by the County Board of Supervisors under the following conditions:
- 8.1.5.1** Amendments shall be in compliance with applicable County, State and federal regulations.
- 8.1.5.2** DPSS Director may, without further action by County's Board of Supervisors prepare and sign amendments to this Contract which increase or decrease payments to Contractor which are commensurate with increases or decreases in the units of service being provided under this Contract under the following conditions:
1. County's total payments to Contractor shall not increase or decrease by more than 15 percent per year; and,
  2. In the aggregate above the original maximum contract sum during the term of this Contract.

- 8.1.5.3** DPSS shall obtain the approval of County Counsel and CEO for any amendment to this Contract.
- 8.1.5.4** DPSS Director will file a copy of all amendments with the Executive Office of the County Board of Supervisors and CEO within 15 days after execution of each amendment.
- 8.1.5.5** The County Board of Supervisors and the State of California has appropriated sufficient funds.
- 8.1.5.6** Any increase in any specific administrative fees established under Section 5.0, Contract Sum, shall not exceed 15 percent annually and must be fully financed by State and federal funds. Any negotiated Contract augmentations shall be for additional units of services or for additional and necessary services that are required in order for Contractor to comply with changes in federal, State, or County requirements.

## **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1** The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

**8.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 AUDIT SETTLEMENT**

If, at any time during the term of the Contract or within five years after the expiration or termination of the Contract, authorized representatives of County conduct an audit of Contractor regarding the services provided to the County hereunder, and if such audit finds that the County's dollar liability for such services is less than payments made by County to the Contractor, then Contractor agrees that the difference, at the Director's discretion, shall be either:

1. Repaid forthwith by the Contractor to County by cash payment, or
2. At the County's option, credited against any future payments due by the County, to the Contractor, whether under this Contract or otherwise.

If such audit finds that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to Contractor by the County provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

County will notify Contractor of any audit dispute and permit Contractor to participate in any response. Nothing in this Section constitutes a waiver of Contractor's rights and remedies.

### **8.4 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

## **8.5 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any FY, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that FY and any subsequent FY during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

## **8.6 CHANGES OF ADDRESS**

Either party can designate a new address by giving written notice to the other party.

## **8.7 CHILD/ELDER ABUSE/FRAUD REPORTING**

Contractor staff working on this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq., and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three business days and shall submit all required information in accordance with the PC Code Sections 11166 and 11167.

**8.7.1** Contractor staff working on this Contract shall comply with California's WIC, Section 15600 et seq., and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information in accordance with WIC Sections 15630, 15633, and 15633.5.

**8.7.2** Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County.

## **8.8 COLLECTIVE BARGAINING AGREEMENT**

To comply with California Department of Social Services Regulations Section 23-610 (d) (22), the Contractor agrees to provide to the County, upon request, a copy of any collective bargaining Contract covering employees providing services under the Contract.

## **8.9 COMPLAINTS**

The Contractor shall develop, maintain, and operate procedures for receiving, investigating and responding to user complaints.

**8.9.1** Within 15 business days after Contract effective date, the Contractor shall provide County with the Contractor's policy for receiving, investigating, and responding to user complaints.

**8.9.2** The CCA will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

**8.9.3** If the CCA requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for County approval.

**8.9.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

**8.9.5** The Contractor shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five business days of receiving the complaint.

**8.9.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

**8.9.7** Copies of all written responses shall be sent to the CCA within three business days of mailing to the complainant.

## **8.10 COMPLIANCE WITH APPLICABLE LAW**

**8.10.1** The Contractor shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby, to be included in this Contract are hereby incorporated herein by reference.

- 8.10.2** The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney fees, arising from, or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

**8.11 COMPLIANCE WITH AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

The Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook is incorporated herein by reference and available at [www.ladpss.org/dpss/contracts](http://www.ladpss.org/dpss/contracts). Contractor shall comply at a minimum with the requirements set forth in the Contract Accounting and Administration Handbook.

**8.12 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assumes that it will comply with subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Attachment F, Contractor's EEO Certification.

- 8.12.1** In addition, a Resolution Agreement between DPSS and the Federal Office for Civil Rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional Civil Rights actions by DPSS in providing services to the public through Contracts for all CalWORKs/TANF funded Contracts and MOUs. Contractor shall comply with the terms of the Resolution Agreement as set forth in Attachment N, Contractor/Vendor Assurance of Compliance of Civil Rights Resolution Agreement, and as directed by DPSS. Contractor shall sign and return the Resolution Agreement with this Contract.

- 8.12.2** County will provide civil rights complaint forms, PA 607, to Contractor for use by CalWORKs participants in reporting civil rights complaints.

**8.12.3** All civil rights complaints shall be sent directly to:

**County of Los Angeles  
Department of Public Social Services  
12860 Crossroads Parkway South  
City of Industry, CA 91746-3411  
Attn: Civil Rights and Language Services**

**8.12.4** Contractor shall, upon receipt of notice from County, withhold all CalWORKs referrals to any provider who is deemed to be acting in a discriminatory manner.

**8.13 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

**8.13.1 Jury Service Program**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Attachments K and L and incorporated by reference into and made a part of this Contract.

**8.13.2 Written Employee Jury Service Policy**

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee



of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of hours if:

- i. The lesser number is a recognized industry standard as determined by the County, or
  - ii. Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the program.
4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.14 CONFLICT OF INTEREST**

**8.14.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

**8.14.2** The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

## **8.15 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff, or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **8.16 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

**8.16.1** Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program, who meet the Contractor's minimum

qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

- 8.16.2** In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.17 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT**

### **8.17.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

### **8.17.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### **8.17.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following:

1. Violated a term of a contract with the County or a non-profit corporation created by the County;
2. Committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a Contract with the County, any other public entity, or a non-profit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same;

3. Committed an act or offense which indicates a lack of business integrity or business honesty; or
4. Made or submitted a false claim against the County or any other public entity.

#### **8.17.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the

period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following:

- i. Elimination of the grounds for which the debarment was imposed;
  - ii. A bona fide change in ownership or management;
  - iii. Material evidence discovered after debarment was imposed; or
  - iv. Any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where:
- i. The Contractor has been debarred for a period longer than five years;
  - ii. The debarment has been in effect for at least five years; and,
  - iii. The request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.17.5 Subcontractors of Contractor**

These terms shall also apply to subcontractors of County Contractors.

#### **8.18 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

#### **8.19 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

**8.19.1** The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

**8.19.2** As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance, and shall during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C., Section 653a) and California Unemployment Insurance Code, Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## **8.20 CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT**

- 8.20.1** The Contractor shall maintain the confidentiality of all records obtained from the County under the Contract in accordance with all applicable federal, State, or local laws, ordinances, regulations and directives relating to confidentiality.
- 8.20.2** The Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of the Contract.
- 8.20.3** The Contractor shall cause each employee performing services covered by the Contract to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", Attachment J. By State law, including without limitation (WIC, Sections 10850 et seq., and 17006), all of the case records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services (DPSS) so designated without written authorization from DPSS.

## **8.21 CONTRACTOR'S CERTIFICATION OF BILINGUAL STAFF**

Contractor must have a certification process in place to ensure that bilingual staff who are proficient in oral and/or written communication in English and in the specified non-English language(s). Upon request, Contractor shall provide County with standards/process used to certify proficiency of bilingual staff.

## **8.22 COUNTY AUDITING OF CONTRACTOR RECORDS**

Upon a minimum of 24 hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

## **8.23 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will

include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other deductions as specified in this Contract.

## **8.25 COVENANTS AGAINST FEES**

Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage, or contingent fee.

## **8.25 CRIMINAL CLEARANCES**

**8.25.1** For the safety and welfare of the children to be served under this Agreement, Contractor agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers, or subcontractors who may come in contact with children in the course of their work, volunteer activity, or performance of the subcontract and shall maintain such records in the file of each such person.

**8.25.2** Contractor shall immediately notify County of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff, or subcontractor who may come in contact with children while providing services under this Agreement when such information becomes known to Contractor.

**8.25.3** Contractor agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, moral, welfare, or safety of others, including but not



limited to the offenses specified in Health and Safety Code (H&S), Section 11590 (offenses requiring registration as a controlled substance offender) those defined in the following Penal Code (P.C.) sections or any other existing or future P.C. sections which address such crimes: 261.5, 220, 243.4, 245, 264.1, 272, 273a, 273ab, 273d, 273g, 273.5, 286, 288, 288a, 290, 314, 368 (b), 647(a) (b), 647.6, and 667.5 (c).

## **8.26 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS**

- 8.26.1** The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, or employees, or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence.
- 8.26.2** If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

## **8.27 DISCLOSURE OF INFORMATION**

- 8.27.1** Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, County will not inhibit the Contractor from publicizing its role under the Contract within the following conditions:
1. Contractor shall develop all publicity material in a professional manner.
  2. During the term of this Contract, the Contractor shall not authorize its employees, agents, and subcontractors, to publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.
  3. In no event shall the Contractor use any material which identifies any individual by name or picture, as an applicant for, or participant of, services provided by DPSS.

4. Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided, however, that the requirements of this Section 8.27 shall apply.
5. The Contractor shall bring to the attention of the CCA and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County CCA or County Project Director is not able to resolve the dispute, the Department Head, or designee, shall resolve it.

## **8.28 DISPUTES**

Any disputes between the County and the Contractor regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the DPSS Director or his designee, and the Director's or his designee's, decision shall be final.

## **8.29 EMPLOYMENT ELIGIBILITY VERIFICATION**

**8.29.1** The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

**8.29.2** The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor, or the County, or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

### **8.30 EMPLOYEE SAFETY**

The Contractor will assure that the Contractor's employees:

- 8.30.1** Are covered by an effective Injury and Illness Prevention Program.
- 8.30.2** Receive all required general and specific training on employee safety.

### **8.31 FACSIMILE REPRESENTATION**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments/Change Notices prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

### **8.32 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

### **8.33 FISCAL ACCOUNTABILITY**

Contractor shall adhere to strict fiscal and accounting standards and must comply with the Cost Principles of the Office of Management and Budget (OMB) Circular A-87; Cost Principles for States, local, and Indian Tribal Governments; Circular A-122; Cost Principles for Non-Profit Organizations; and OMB Circular A-133, Audits for States, Local Governments, and Non-Profit Organizations.

### **8.34 FORCE MAJEURE**

Except with respect to defaults of any subcontractor(s), Contractor shall not be liable for such excess costs, penalties, liquidated damages, nor shall it be considered in default of any obligation hereunder, if its failure

to perform this Contract arises out of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, work slowdowns, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be beyond the control and without fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess cost for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use all reasonable commercial efforts to obtain such goods or services from other sources and to mitigate the damages and reduce the delay of any of the above mentioned force majeure event. As used in this Paragraph 8.34, the term "Subcontractor" and "Subcontractors" mean subcontractor(s) at any tier.

#### **8.35 GOVERNMENT OBSERVATIONS**

Federal, State, County and/or research personnel, in addition to departmental contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

#### **8.36 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, and governed by, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

#### **8.37 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## **8.38 INDEPENDENT CONTRACTOR STATUS**

- 8.38.1** This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.38.2** The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract, all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.38.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing all Workers' Compensation benefits to any person as a result of any injuries arising from, or connected with, any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.38.4** The Contractor shall adhere to the provisions stated in sub-paragraph 7.5, Confidentiality.

## **8.39 GENERAL INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to, and not contributing with, any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

### **8.39.1 Evidence of Insurance**

Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

**Commission for Public Social Services  
12860 Crossroads Parkway South  
City of Industry, California 91746-3411  
Attention: Judy Martel, Executive Director  
Commission for Public Social Services**

prior to commencing services under this Contract. Such certificates or other evidence shall:

1. Specifically identify this Contract;
2. Clearly evidence all coverage's required in this Contract;
3. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
4. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Contract; and
5. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

### **8.39.2 Insurer Financial Ratings**

Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

### **8.39.3 Failure to Maintain Coverage**

Failure by the Contractor to maintain the required insurance or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

### **8.39.4 Notification of Incidents, Claims or Suits Contractor Shall Report to the County**

1. Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
2. Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
3. Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the CCA.
4. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

### **8.39.5 Compensation for County Costs**

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

### **8.39.6 Insurance Coverage Requirements for Subcontractors**

The Contractor shall ensure that any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. The Contractor providing evidence of insurance covering the activities of subcontractors; or

2. The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

## **8.40 INSURANCE COVERAGE REQUIREMENTS**

### **8.40.1 General Liability**

Insurance written on International Standardization Organization (ISO) policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

### **8.40.2 Automobile Liability**

Written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned,” “hired” , and “non-owned” vehicles, or coverage for “any auto.”

### **8.40.3 Workers’ Compensation and Employers’ Liability**

Insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act, or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million



**8.40.4 Compensation for County Costs:**

In the event that Contractor fails to comply with any of the indemnification or Contractor insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

**8.40.5 Professional Liability**

Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$1 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

**8.41 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

**8.41.1** The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

**8.41.2** Notwithstanding any other provision of this Contract, this Contract shall be effective and binding upon the parties only in the event that sufficient funds for the purpose hereof are appropriated by the State and by the County's Board of Supervisors.

**8.41.3** County shall immediately notify Contractor in writing of such non-appropriation at the earliest possible date.

**8.41.4** In the event of non-appropriation of funds, procedures in Termination for Convenience of County, Section 8.64 shall apply.

**8.42 LIQUIDATED DAMAGES**

**8.42.1** If, in the judgment of the DPSS Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the DPSS Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not

performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the DPSS Director, or his/her designee, in a written notice describing the reasons for said action.

**8.42.2** If the DPSS Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the DPSS Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the DPSS Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the DPSS Director may:

1. Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
2. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Attachment A, Technical Exhibits, 3.2, Performance Requirements Summary (PRS) Chart, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
3. Upon giving five days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

**8.42.3** The action noted in sub-paragraph 8.42.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

**8.42.4** This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.42.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

#### **8.43 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any County, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

#### **8.44 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

**8.44.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

**8.44.2** The Contractor shall certify to, and comply with, the provisions of Attachment F, Contractor's EEO Certification.

**8.44.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**8.44.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

**8.44.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental

disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

**8.44.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.44 when so requested by the County.

**8.44.7** If the County finds that any provisions of this sub-paragraph 8.44 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

**8.44.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

#### **8.45 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict DPSS from acquiring similar, equal or like goods and/or services from other entities or sources.

#### **8.46 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.47 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the CCA and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's CCA or Project Director is not able to resolve the dispute, the DPSS Director, or his/her designee, shall resolve it.

**8.48 NOTICES TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Tax Credit under the federal income tax laws. Such notices shall be provided in accordance with the requirements set forth in Internal Revenue Notice No. 1015, Attachment P.

**8.49 NOTICES TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment Q, Safely Surrendered Baby Law Fact Sheet, and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**8.50 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class, registered, or certified mail, postage prepaid, addressed to the parties as identified in Attachment D, County's Administration and Attachment E, Contractor's Administration. Addresses may be changed by either party giving ten days' prior written notice thereof to the other party. The DPSS Director, or his/her designee, shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this subsection 8.49 when so requested by the County.

#### **8.50.1 Notice of Meetings**

Contractor shall provide appropriate levels of staff at all meetings requested by the County. County will give five business days prior notice to the Contractor of the need to attend such meetings. Contractor may verbally request meetings with the County, as needed, with five business days advance notice. The advance notice requirement may be waived with the mutual consent of both the Contractor and the County.

#### **8.50.2 Delivery of Notices**

The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.50 when so requested by the County. Delivery of notices shall be accomplished by e-mail, facsimile, hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box.

#### **8.50.3 Notices to the Contractor**

Any such notice and the envelope containing same notice shall be addressed to the Contractor at its place of business.

**Sandra Burton Greenstein  
CORE Consultant  
1397 Wicks Road  
Pasadena, CA 91103**

#### **8.50.4 Notices to the County**

Notices and envelopes containing same notice to the County shall be addressed to:

**Commission for Public Social Services  
12860 Crossroads Parkway South  
City of Industry, California 91746-3411  
Attention: Judy Martell, Executive Director  
Commission for Public Social Services**

#### **8.50.5 Changes of Address**

Either party can designate a new address by giving timely written notice to the other party.

#### **8.50.6 Termination Notices**

In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the Contractor.

#### **8.50.7 Notice of Problems/Delays**

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within three business days, give notice thereof, including all relevant information with respect thereto, to the other party. The other party shall respond within five business days of receipt, clarifying the stated problem(s) or delay(s), of confirming corrective action to the satisfaction of the party that originated the notice.

#### **8.50.8 Verbal Contract Discussions**

The Contract Manager, or alternate designated in writing to act in Contractor's behalf, shall respond to CCA, or alternate, verbal inquiries within 24 hours, excluding weekends and holidays.

### **8.51 OWNERSHIP OF EQUIPMENT**

County shall be the sole owner of any equipment purchased under this Contract by Contractor with County/State appropriated funds or by County, which Contractor will use to fulfill its responsibilities pursuant to this Contract. Upon termination of the Contract said equipment shall be transferred to County.

### **8.52 PERFORMANCE REQUIREMENTS**

If Contractor fails to meet the Contract requirements as specified in Technical Exhibits, 3.0, Performance Requirements Summary (PRS), hereunder, County may take actions specified in the PRS for deficiencies and failures of performance. Failure of Contractor to take

corrective action to cure Contract discrepancies within the time frames stated in the PRS may result in the County applying the provisions of Section 8.65, Termination for Default. This Section 8.52 shall not in any manner restrict or limit County's right to terminate this Contract for convenience per Section 8.64, Termination for Convenience of County.

### **8.53 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.54 PROPRIETARY RIGHTS**

County shall be sole owner of all rights, titles, and interests in any and all compilations of data, reports, computer tapes and programs, and deliverables which have been prepared, developed, or maintained by Contractor pursuant to this Contract and paid for with funds from this Contract.

### **8.55 PROVIDER COMPLIANCE**

**8.55.1** Mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan, (Title 24, California Administrative Code).

**8.55.2** Contracts in excess of \$10,000, requiring compliance with Section 306 of the Clean Air Act (42 U.S.C. 1857) (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R Part 15).

**8.55.3** Contracts in excess of \$10,000, requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 C.F.R. Part 60).

### **8.56 PUBLIC RECORDS ACT**

**8.56.1** Any documents submitted by Contractor, all information obtained in connection with the County's right to audit and inspect Contractor's documents, books and accounting records



pursuant to sub-paragraph 8.57, Record Retention and Inspection/Audit Settlement of this Contract, as well as those documents which were required to be submitted in response to this Contract become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250, et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.56.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney fees, in action or liability arising under the Public Records Act.

## **8.57 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.57.1** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.57.2** Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.57 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.57.3** If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

**8.58 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

**8.59 REMOVAL OF UNSATISFACTORY PERSONNEL**

The County shall have the right, at its sole discretion, to require the Contractor to remove any employee from the performance of services under this Contract. At the request of the County, the Contractor shall immediately replace said personnel.

## **8.60 RULES AND REGULATIONS**

During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide services, with such rules and regulations. In the event that the County determines that an employee of Contractor has violated any applicable rule or regulation, the Director, or designee, shall notify Contractor and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director, or designee, that:

1. Such employee has violated such rules or regulations; or
2. Such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of County services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

## **8.61 SHRED DOCUMENTS**

Contractor shall ensure that all confidential documents/papers, as defined under State law (including, but not limited to Welfare & Institutions Code Sections 10850, 17006) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled. Documents for record and retention purposes in accordance with sub-paragraph 8.57 of this Contract are to be maintained for a period of five years.

## **8.62 SUBCONTRACTING**

**8.62.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

**8.62.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

1. A description of the work to be performed by the subcontractor;

2. A draft copy of the proposed subcontract; and
3. Other pertinent information and/or certifications requested by the County.

**8.62.3** The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

**8.62.4** The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

**8.62.5** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

**8.62.6** The County's CCA is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

**8.62.7** The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

**8.62.8** The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

**Commission for Public Social Services  
12860 Crossroads Parkway South  
City of Industry, California 91746-3411  
Attention: Judy Martell, Executive Director  
Commission for Public Social Services**

before any subcontractor employee may perform any work hereunder.

**8.62.9** In the event that the County consents to subcontracting, Contractor shall include in all subcontracts, the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

**8.63 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in subsection 8.19, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to sub-paragraph 8.65, Termination for Default ,and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

**8.64 TERMINATION FOR CONVENIENCE OF COUNTY**

**8.64.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten days after the notice is sent.

**8.64.2** After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

1. Stop work under this Contract on the date and to the extent specified in such notice, and
2. Complete performance of such part of the work, as shall not have been terminated by such notice.

**8.64.3** All materials including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.57, Record Retention and Inspection/Audit Settlement.

## **8.65 TERMINATION FOR DEFAULT**

**8.65.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

1. Contractor has materially breached this Contract; or
2. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
3. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**8.65.2** In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.65.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

**8.65.3** Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.65.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes

beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.65.3, the terms "Subcontractor" and "Subcontractors" mean subcontractor(s) at any tier.

**8.65.4** If, after the County has given notice of termination under the provisions of this sub-paragraph 8.65, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.65, or that the default was excusable under the provisions of sub-paragraph 8.65.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.65, Termination for Convenience of County.

**8.65.5** The rights and remedies of the County provided in this sub-paragraph 8.65 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.66 TERMINATION FOR IMPROPER CONSIDERATION**

**8.66.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

**8.66.2** The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

**8.66.3** Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

## **8.67 TERMINATION FOR INSOLVENCY**

**8.67.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

1. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
2. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
3. The appointment of a Receiver or Trustee for the Contractor; or
4. The execution by the Contractor of a general assignment for the benefit of creditors.

**8.67.2** The rights and remedies of the County provided in this sub-paragraph 8.67 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.68 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010, retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may, in its sole discretion, immediately terminate or suspend this Contract.



**8.69     VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

**8.70     WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.70 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.71     WARRANTY AGAINST CONTINGENT FEES**

8.71.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.71.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, CONTRACTOR has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of the Department of Public Social Services thereof, on the dates indicated below.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Philip L. Browning, Director  
Department of Public Social Services

\_\_\_\_\_ Date

**APPROVED AS TO FORM:**

Raymond G. Fortner, Jr.  
COUNTY COUNSEL

By \_\_\_\_\_  
David Beaudet  
Deputy County Counsel

**CONTRACTOR'S NAME**

By \_\_\_\_\_  
Name  
Title

\_\_\_\_\_ Date

CONTRACTOR TAX IDENTIFICATION NUMBER: \_\_\_\_\_

**ATTACHMENT A**  
**STATEMENT OF WORK**

## STATEMENT OF WORK

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## PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards. The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- |                   |                         |
|-------------------|-------------------------|
| ➤ Responsiveness  | ➤ Integrity             |
| ➤ Professionalism | ➤ Commitment            |
| ➤ Accountability  | ➤ A Can-Do Attitude     |
| ➤ Compassion      | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.

- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following **Customer Service and Satisfaction Standards** in support of improving outcomes for children and families.

#### Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name;
- Listen carefully and patiently to customers;
- Be responsive to cultural and linguistic needs;
- Explain procedures clearly; and
- Build on the strengths of families and communities.

#### Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible;
- Provide clear directions and service information;
- Outreach to the community and promote available services;
- Involve families in service plan development; and
- Follow-up to ensure appropriate delivery of services.

#### Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment;
- Ensure a professional atmosphere;
- Display vision, mission, and values statements;
- Provide a clean and comfortable waiting area;
- Ensure privacy; and
- Post complaint and appeals procedures.

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.



## **STATEMENT OF WORK**

### **1.0 General**

The Contractor will provide the Department of Public Social Services (DPSS) with consultant services on an as-needed basis to provide staff work to the Commission for Public Social Services-Committee on Review and Evaluation of CalWORKs (CORE). The staff work to CORE includes, but is not limited to, the following: research; identifying collaboratives that will provide expertise and ongoing resources for review sustainability; researching alternatives to current programs; reviewing the issues; participating in planning workgroups to develop services that focus on measurable outcomes and finalizing projects for presentation to the PSS Commission and/or Board of Supervisors. Contractor shall assist CORE to recommend alternative approaches to implement the program as deemed appropriate by the Commission/County.

### **2.0 Tasks and Deliverables**

Contractor will be responsible for performing all tasks necessary to complete the consultant services for CORE, including, but not limited to the following tasks and deliverables.

#### **2.1 Development Tasks (Per Project)**

- 2.1.1 Contractor shall receive the project assignment from County based on County-approved recommendations.
- 2.1.2 Contractor shall conduct research on the Internet, other state/counties, community-based organizations (CBOs), etc., and other print materials relative to the assignment.
- 2.1.3 Contractor shall identify collaboratives that will provide expertise and ongoing resources for program sustainability.
- 2.1.4 Contractor shall participate in planning work groups, meet with DPSS staff and collaborative agencies in the development of the project.
- 2.1.5 Contractor shall prepare for CORE meetings, setting up speakers, developing agenda items, and completing minutes of meetings.
- 2.1.6 Contractor shall notify County at any time the development of the program is delayed for any reason.

## 2.2 Deliverables (Per Project)

- 2.2.1 Contractor shall provide to County a written monthly activity report detailing the progress of each project **and** a completed Task Deliverable Acceptance Certificate form (see Attachment R). The reports shall be submitted with Contractor's monthly invoice.
- 2.2.2 Contractor shall complete assignment within the time frame provided by County at the time the assignment is received.

**3.0**

**TECHNICAL EXHIBITS**

**PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

**3.1 INTRODUCTION**

This PRS lists the required services which will be monitored by DPSS during the term of this Contract. It indicates the required services, the Standards for Performance, maximum deviation from standard before service will be determined to be unsatisfactory, DPSS' preferred method of monitoring, and unsatisfactory performance indicators.

All listings of "required service" or "standard" used in this PRS are intended to be completely consistent with the main body of this Contract, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the main body of this Contract. In any case of apparent inconsistency between required services or standards as stated in the main body and this PRS, the meaning apparent in the main body will prevail. If any required service or standard seems to be created in this PRS which is not clearly and forthrightly set forth in the main body, that apparent required service or standard will be null and void and place no requirement on the Contractor and will not be the basis of the assignment of any points.

**3.2 PERFORMANCE REQUIREMENTS SUMMARY CHART**

The Performance Requirements Summary Chart (Technical Exhibit 3.8) provides the following:

- a. Lists the contract requirements considered most critical to acceptable contract performance (Column 1 of chart).
- b. Denotes the indicators used to determine that the standards have been met (Column 2 of chart).
- c. Defines the Standard of Performance for each required service (Column 3 of chart).
- d. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before DPSS assesses penalty amounts and/or points (Column 4 of chart).
- e. Shows the amount of unsatisfactory performance indicator amounts and/or points that may be assessed for exceeding the AQL (Column 6 of chart). These indicators may serve as the baseline for assessing liquidated damages.

### **3.3 QUALITY ASSURANCE**

The Contractor performance will be compared to the contract standards and acceptable quality levels (AQLs) using DPSS' Quality Assurance Monitoring Plan (QAMP). DPSS may use a variety of inspection methods to evaluate the Contractor' performance, including:

- a. Review of reports, statistical records and files.
- b. User complaints.
- c. Random Sampling (which is a standardized method for monitoring product (output) quality wherein all products within a lot (batch) stand a statistically equal chance of being selected for inspection). For random sample tables/methods to be used by County, refer to book entitled Handbooks Sampling for Auditing and Accounting (2<sup>nd</sup> Edition) by Herbert Arkin.
- d. One hundred percent inspection of items, such as reports and invoices, on a periodic basis as determined necessary to assure a sufficient evaluation of performance.
- e. Site visits.

### **3.4 CONTRACT DISCREPANCY REPORT (CDR)**

Performance of a listed service is considered acceptable when the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, the Contractor may be required to respond to a Contract Discrepancy Report (CDR) as follows:

- a. Verbal notification of a contract discrepancy will be made to the Contractor as soon as possible whenever a contract discrepancy is identified. When possible, the problem shall be immediately resolved by the Contractor. The Contract Manager will determine whether a CDR will be issued. (Technical Exhibit 3.9)
- b. If a CDR is issued, it will be sent to the Contract Manager or alternate.
- c. Upon receipt of a CDR, the Contractor is required to respond in writing to the CCA within five business days acknowledging the reported discrepancies, presenting contrary evidence or providing explanation for the questioned action, and presenting a program for immediate corrective action of all failures of performance identified in the CDR within ten business days.

- d. The CCA will evaluate the Contractor' explanation on the CDR and if the CCA determines that the unsatisfactory performance was caused by circumstances beyond the Contractor' control and without fault or negligence by the Contractor, the CCA may decline to deem it an unsatisfactory performance for the month.

### 3.5 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

The number of defects that renders a service unsatisfactory is determined by selecting a random sample so that it will be representative of the entire population. It is compared to the standard, and conclusions are made about the Contractor' performance for the whole group. The random sampling plan includes the following information:

- *Acceptable Quality Level (AQL)* - The maximum percent of defects that can be accepted and still meet this Contract's standard for satisfactory performance;
- *Lot Size* - the total number of unit or services provided quarterly;
- *Sample Size* - the number of units to be checked for a given time period; and
- *Acceptance/Rejection Numbers* - the number that indicates whether the Lot is acceptable or unacceptable.

The AQL for each sampling is taken from the PRS.

The Unsatisfactory Performance Indicator (UPI) penalty points are assessed from the sample size and shall be applied to the lot size. The lot size is determined by estimating how often the Contractor will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table may be used to determine the sample.

For example, a sample size of 100 selected from a lot size of 1,000 with an AQL of ten percent allows for ten acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory. For example, if ten points per incident are to be assessed, the following formula is used:

- $12\% \times 100$  (sample size) = 12%
- $12\% - 10\% = 2\%$  over the AQL
- $12\% \times 1,000$  (lot size) = 120 (# of unacceptable discrepancies)
- $120 \times 10$  points (UPI penalty) = 1,200 points

### **3.6 REMEDY OF DEFECTS**

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicator, the Contractor must, within ten work-days, remedy any and all defects in the provision of the Contractor's services and, as deemed necessary by DPSS, perform such services again at an acceptable level.

### **3.7 UNSATISFACTORY PERFORMANCE REMEDIES**

When the Contractor's performance does not conform to the requirements of this contract, DPSS shall have the right to apply the following non-performance remedies:

- a. Require the Contractor to implement a formal corrective action plan, subject to approval by DPSS. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- b. Assess deductions in the amount of \$50.00 per occurrence for each Unsatisfactory Performance Indicator point that exceeds the allowable AQL of 100 points per month. The DPSS Project Director shall inform the Contractor of the deficiencies. If the managers cannot resolve the deficiencies, the DPSS Project Director may impose penalties.

## Technical Exhibit 3.8

### PERFORMANCE REQUIREMENTS SUMMARY CHART

Required Services	Standard(s)	Deviation from Acceptable Quality Level (AQL)	Deductions	Monitoring Method
Attachment A, Section 2.1.2	Conduct internet research on state/counties, community-based organizations (CBOs), etc. websites. Additionally conduct research from printed materials relative to assignments.	5%	\$50 per occurrence of a requirement not met.	Review of records
Attachment A, Section 2.1.5	Participate in planning work groups, meet with DPSS staff and collaborative agencies in the development of the assignments/projects.	5%	\$50 per occurrence of a requirement not met.	Review of records
Attachment A, Section 2.2.1	<i>DELIVERABLES</i> Contractor shall provide to County a written monthly activity report detailing the progress of the project. The report shall be submitted with Contractor's monthly invoice.		\$50 per occurrence of a requirement not met.	Review of report and invoice.
Attachment A, Section 2.2.2	<i>DELIVERABLES</i> Complete assignment within the time frame provided by DPSS at the time the assignment is received.	5%	\$50 per occurrence of a requirement not met.	Review of records



**TECHNICAL EXHIBIT 3.9**  
**DISCREPANCY REPORT FORM**

**CONTRACT DISCREPANCY REPORT (SAMPLE)**

**TO:** \_\_\_\_\_, of: \_\_\_\_\_ Agency

**From:** \_\_\_\_\_, DPSS

**DISCREPANCY PROBLEM:**

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**Signature of CCA:** \_\_\_\_\_ **Report Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_ **To Return By:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Contractor RESPONSE (Cause and Corrective Action):**

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**Signature of Agency Contract Manager:** \_\_\_\_\_ **Response Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**County EVALUATION OF Contractor RESPONSE: Acceptable (Y OR N):**

**If not acceptable, reason:**

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**Signature of CCA:** \_\_\_\_\_ **Review Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_ **To Return By:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Contractor FOLLOW-UP ACTION:**

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**Signature of Agency Contract Manager:** \_\_\_\_\_ **Response Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

(Note: Subsequent County non-acceptance of Agency corrective action may be followed by more formal action)

**ATTACHMENT B**  
**CONTRACTOR'S BUDGET**

**ATTACHMENT B****Contractor's Budget**

The maximum amount of this Contract is a firm fixed price of \$80.00 per hour. This Contract is not to exceed \$15,000 per year. The County shall not be liable in any event for payment in excess of \$15,000.

<b>Fiscal Year</b>	<b>Amount</b>
2008 - 09 (July –June)	\$15,000

**ATTACHMENT C**  
**MONTHLY INVOICE**

**ATTACHMENT C****CONTRACTOR INVOICE**

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Invoice Number	Purchase Order Number
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---

Contractor Name

---

Contractor Address (Number, Street, City, State, Zip Code)

---

Federal Tax I.D. Number	State Franchise I.D. Number
-------------------------	-----------------------------

**Judy Martell, Executive Director  
Commission for Public Social Services  
Department of Public Social Services  
12860 Crossroads Parkway South  
City of Industry, CA 91746-3411**

Invoice Period:

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Month / Year      -      to      Month / Year

Number of Hours worked\*\_\_\_\_\_ / Cost per Hour \$ 80.00

\*(Attach documentation of activity during invoice period)

**TOTAL INVOICE AMOUNT \$**\_\_\_\_\_

Payment will be made by DPSS pursuant to the following:

Payment shall be based on Contractor's submission of an accurate invoice.  
Payment shall be made monthly in arrears. Final payment shall be made  
within thirty (30) days of approval of final deliverable by County.

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<b>Contractor's Signature</b>	<b>Date</b>	<b>Telephone Number</b>
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**ATTACHMENT D**  
**COUNTY'S ADMINISTRATION**

**COUNTY'S ADMINISTRATION**

**COUNTY PROJECT DIRECTOR:**

Name: Judy Martell  
Title: Executive Director, Commission for Public Social Services  
Address: 12860 Crossroads Parkway South  
City of Industry, CA 91746  
  
Telephone: (562) 908-8669  
Facsimile: (562) 692-9951  
E-Mail Address: judymartell@dpss.lacounty.gov

**COUNTY PROJECT MANAGER:**

Name: Judy Martell  
Title: Executive Director, Commission for Public Social Services  
Address: 12860 Crossroads Parkway South  
City of Industry, CA 91746  
  
Telephone: (562) 908-8669  
Facsimile: (562) 692-9951  
E-Mail Address: judymartell@dpss.lacounty.gov

**COUNTY CONTRACT ADMINISTRATOR:**

Name: Judy Martell  
Title: Executive Director, Commission for Public Social Services  
Address: 12860 Crossroads Parkway South  
City of Industry, CA 91746  
  
Telephone: (562) 908-8669  
Facsimile: (562) 692-9951  
E-Mail Address: judymartell@dpss.lacounty.gov



**ATTACHMENT E**  
**CONTRACTOR'S ADMINISTRATION**

**CONTRACTOR'S ADMINISTRATION**

**CONTRACTOR'S**

**NAME:** \_\_\_\_\_

**CONTRACT NO:** \_\_\_\_\_

**CONTRACTOR'S PROJECT MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**ATTACHMENT F**

**CONTRACTOR'S EEO CERTIFICATION**

**CONTRACTOR'S EEO CERTIFICATION**


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 Company Name

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 Address

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 Internal Revenue Service Employer Identification Number
**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	(   )	(   )
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	(   )	(   )
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	(   )	(   )
4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(   )	(   )

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 Signature

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 Date

---

 Name and Title of Signer (please print)

**ATTACHMENT G**

**BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION**

**BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION**

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Contractor's Name

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Address

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Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with subchapters VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, and the American with Disabilities Act of 1990, the Contractor, supplier, or proposer certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, gender, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**PROPOSER'S CERTIFICATION**

- (circle one)
- |    |   |     |    |
|----|---|-----|----|
| 1. | The Proposer has a written policy statement prohibiting discrimination in providing services and benefits.  | Yes | No |
| 2. | The Proposer periodically monitors the equal provision of services to ensure nondiscrimination.   | Yes | No |
| 3. | Where problem areas are identified in equal provisions of services and benefits, the Proposer has a system for taking reasonable corrective action within a specified length of time. | Yes | No |

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Name and Title of Signer

---

Signature

---

Date

**ATTACHMENT H**

**CERTIFICATION OF NO CONFLICT OF INTEREST**

**CERTIFICATION OF NO CONFLICT OF INTEREST**

The Los Angeles County Code, Section 2.180.010, provides as follows:

***CONTRACTS PROHIBITED***

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in Number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of No. 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in Number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

\_\_\_\_\_  
Proposer Name

\_\_\_\_\_  
Proposer Official Title

\_\_\_\_\_  
Official's Signature



**ATTACHMENT I**

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

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Company Name

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Address

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Internal Revenue Service Employer Identification Number

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California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- [ ] Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- [ ] Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

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Signature

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Date

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Name and Title of Signer (please print)

**ATTACHMENT J**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND  
CONFIDENTIALITY AGREEMENT**

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT**

**GENERAL INFORMATION**

Your employer, \_\_\_\_\_, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

**ACKNOWLEDGMENT OF EMPLOYER**

- *I understand that \_\_\_\_\_ is my sole employer for purposes of this employment.*
- *I rely exclusively upon \_\_\_\_\_ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.*
- *I understand and agree that I am not an employee of Los Angeles County for any purposes, and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.*
- *I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer \_\_\_\_\_ and the County of Los Angeles.*

***Initial:*** \_\_\_\_\_ ***and Date:*** June \_\_\_\_\_, 2007

**CONFIDENTIALITY AGREEMENT**

As an employee of \_\_\_\_\_, you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by \_\_\_\_\_ for the County.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT  
(Continued)**

**Please read the following Contract and take time to consider it prior to signing:**

*I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between \_\_\_\_\_ and the County of Los Angeles.*

- I agree to forward all requests for the release of information received by me to my immediate supervisor.*
- I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.*
- I agree to return all confidential materials to my immediate supervisor upon termination of my employment with \_\_\_\_\_ or completion of the presently assigned work task, whichever occurs first.*
- I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.*

***Initial:*** \_\_\_\_\_ ***and Date:*** June \_\_\_\_, 2007

**CONFLICT OF INTEREST POLICY**

**I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.**

These are some of the programs that are administered by DPSS:

- California Work Opportunity and Responsibility for Kids (CalWORKs)
- Los Angeles County General Relief Program (GR)
- California Medi-Cal Program (Medi-Cal)
- Food Stamps Program (FS)
- Social Services to Adults, Children, and Families
- Supervision of Children Placed in Foster Care
- Cuban/Haitian Entrant Program (CHEP)
- Refugee Resettlement Program (RRP)
- Special Circumstances (SC)
- Repatriate Program (Repat)

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT  
(Continued)**

**CONFLICT OF INTEREST POLICY (Cont.)**

**DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER \_\_\_\_\_, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES, OR CLOSE FRIENDS PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.**

I understand that I am to report any of the following relationships and that the County will screen Contractor's employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

**IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.**

Name: \_\_\_\_\_  
(Contractor Employee's Signature)

Date: June \_\_\_\_\_, 2008

Name: \_\_\_\_\_  
(Please Print Contractor Employee's Name)

Working Title: \_\_\_\_\_

Original: Contractor  
Copy: Contractor Employee

**ATTACHMENT K**

**CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE**

**CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE****2.203.010 Findings.**

The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies.

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a Contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County but does not include:
  - 1. A contract where the Board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or State law or a condition of a federal or state program mandates the use of a particular Contractor; or
  - 3. A purchase made through a State or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the County pursuant



- to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the Chief Executive Officer, or
  2. The Contractor has a long-standing practice that defines a full-time schedule as full time.
- E. "County" means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to Contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to Contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

pay for actual jury service. The policy may provide that employees deposit any fees

**2.203.040 Contractor Jury Service Policy.**

A Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

**2.203.050 Other Provisions.**

- A. Administration. The Chief Executive Officer shall be responsible for the administration of this chapter. The Chief Executive Officer may, with the advice of County Counsel, issue interpretations of the provisions of this Chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.

**CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE**

- B. Compliance Certification. At the time of seeking a contract, a Contractor shall certify to the County that it has and adheres to a policy consistent with this Chapter or will have and adhere to such a policy prior to award of the contract.

**2.203.060 Enforcement and Remedies.**

For a Contractor's violation of any provision of this Chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the Contractor.

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any Contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any Contractor that meets all of the following:
  1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding 12 months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding 12 months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

**2.203.090. Severability.**

If any provision of this Chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**ATTACHMENT L**

**CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM – CERTIFICATION FORM  
AND APPLICATION FOR EXCEPTION**

## ATTACHMENT L

### COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a Contractor or Sub-Contractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City: Los Angeles	State: California	Zip Code:
Telephone Number:		
Solicitation For:		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

#### Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "Contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding 12 months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding 12 months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the program.

**OR**

#### Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents **or** my company will have and adhere to such a policy prior to award of the contract.

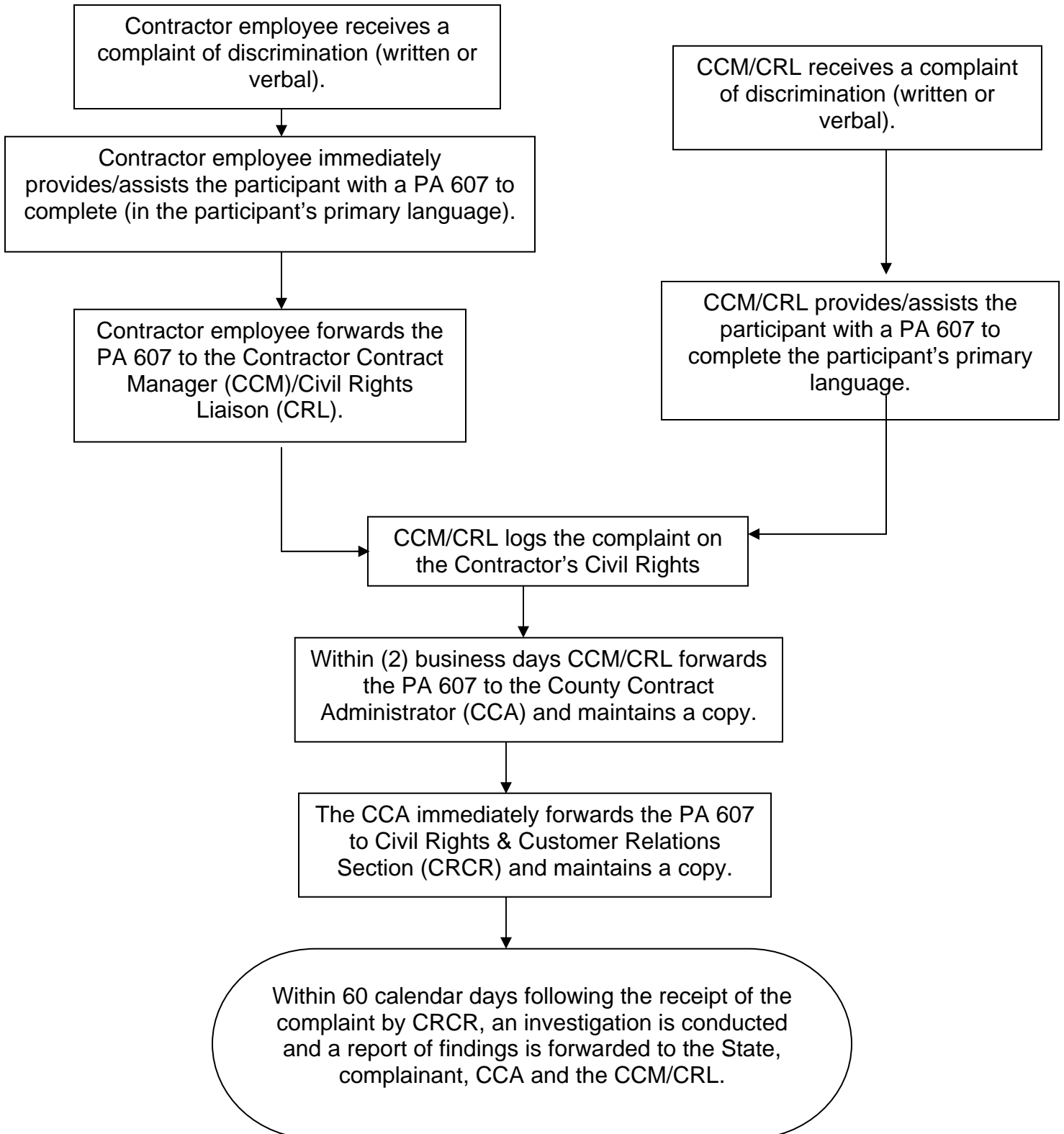
*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct*

Print Name:	Title:
Signature:	Date:

**ATTACHMENT M**

**CONTRACTOR PROCESS CIVIL RIGHTS COMPLAINTS FLOW CHART**

**CIVIL RIGHTS COMPLAINT FLOWCHART  
CONTRACTOR PROCESS**



**ATTACHMENT N**

**CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE OF  
CIVIL RIGHTS RESOLUTION AGREEMENT**



**ATTACHMENT N**

**CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE OF CIVIL RIGHTS  
RESOLUTION AGREEMENT WITH  
THE LOS ANGELES COUNTY  
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

We, Company, agree to comply with the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. We, Company, also agree to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American 3ewith Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non discriminatory.

As a Contractor with DPSS, Company agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, Company, agrees to comply with the requirements of the Resolution Agreement and Company understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Agreement.

By signing this form we, Company, agree to the aforementioned.

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Director's Signature (Contractor)

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Date

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Contractor's Address

**ATTACHMENT O**

**COMPLAINT OF DISCRIMINATORY TREATMENT FORM**

**COMPLAINT OF DISCRIMINATORY TREATMENT**

TO : DEPARTMENT OF PUBLIC SOCIAL SERVICES  
 CIVIL RIGHTS AND LANGUAGE SERVICES SECTION  
 12860 CROSSROADS PARKWAY SOUTH  
 CITY OF INDUSTRY, CALIFORNIA 91746

**CASE NAME :**
**CASE NUMBER:**

I, \_\_\_\_\_, hereby file this complaint of discriminatory treatment  
 (Please print your name) and request that an investigation be conducted.

I believe I was discriminated against because of my:

- |  |   |                                     |
|--|---|-------------------------------------|
| <input type="checkbox"/> RACE                  | <input type="checkbox"/> RELIGION       | <input type="checkbox"/> COLOR      |
| <input type="checkbox"/> NATIONAL ORIGIN       | <input type="checkbox"/> SEX            | <input type="checkbox"/> AGE        |
| <input type="checkbox"/> POLITICAL AFFILIATION | <input type="checkbox"/> MARITAL STATUS | <input type="checkbox"/> DISABILITY |

DATE OF OCCURENCE : \_\_\_\_\_

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME :

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THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS :

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I WISH TO HAVE THE FOLLOVING CORRECTIVE ACTION TAKEN :

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(SIGNATURE)

(DATE)

ADDRESS :

TELEPHONE :

**ATTACHMENT P**

**IRS NOTICE 1015**



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2004)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

**What's New.** Workers cannot claim the EIC if their 2004 investment income (such as interest and dividends) is over \$2,650.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2004 are less than \$35,458 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2005.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at [www.irs.gov](http://www.irs.gov).

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2004 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2004 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2004 and owes no tax but is eligible for a credit of \$791, he or she must file a 2004 tax return to get the \$791 refund.

#### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2005 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015  
(Rev. 12-2004)

**ATTACHMENT Q**

**SAFELY SURRENDERED BABY LAW FACT SHEET**

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# *Safely* Surrendered Baby Law

## **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

## **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## **Can only a parent bring in the baby?**

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## **Does the parent or surrendering adult have to call before bringing in the baby?**

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## **Does the parent or surrendering adult have to tell anything to the people taking the baby?**

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## **What happens to the baby?**

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## **What happens to the parent or surrendering adult?**

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## *A baby's story*

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**ATTACHMENT R**  
**TASK DELIVERABLE ACCEPTANCE CERTIFICATE**

**TASK DELIVERABLE ACCEPTANCE CERTIFICATE**

(Contractor Name and Address)		TRANSMITTAL DATE
<b>TASK DELIVERABLE ACCEPTANCE CERTIFICATE</b>		CONTRACT NUMBER
		TITLE
<b>FROM:</b>  <hr/> <b>Consultant</b>	<b>TO:</b>  DPSS Project Director Department of Public Social Services	
Consultant hereby certifies to County that as of the date of this Task Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including satisfaction of the completion criteria applicable to such Tasks and Deliverables and County's approval of the Work performed in connection with the achievement of such Task. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with the Statement of Work (SOW). County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.		
<b>TASK DESCRIPTION</b> (assignments as specified by DPSS)	<b>DELIVERABLE</b> (including Deliverable numbers as set forth in the SOW)	
<b>Comments:</b>      		
Attached hereto is a copy of all supporting documentation required pursuant to this Statement of Work (SOW), including any additional documentation reasonably requested by County.		
<b>County Acceptance:</b>  NAME _____ SIGNATURE _____ DATE _____ DPSS Project Director		